

LEASE

THIS LEASE made and entered into at Tallahassee, Leon County, State of Florida, on April 7, 1990, by and between the Board of County Commissioners of Leon County, Florida, (hereinafter referred to as the "Lessor") and Seminole Radio Control Club, Inc., a Florida corporation (hereinafter referred to as the "Lessee");

The Lessor and the Lessee, for and in consideration of the keeping by the parties of their respective obligations hereinafter contained, as well as for \$10.00 (Ten Dollars) and other valuable considerations paid in hand simultaneously with the execution and delivery of this lease, receipt whereof is hereby acknowledged, agree as follows:

1. The Lessor leases to the Lessee the premises described on Exhibit A, attached hereto.

2. The Lessor shall provide the Lessee with reasonable access to the leased premises. The Lessor agrees that the Lessee may provide its own locks or combination locks and distribute the keys or combination to its members.

3. The Lessee shall have and hold the demised premises for a term commencing May 1, 1990, and ending April 30, 1991.

4. Prior to its use of the demised premises the Lessee shall obtain liability insurance for not less than \$1,000,000.00 for damages incurred or claimed individually and in the aggregate. All such policies shall name the Lessee and the Lessor, as their respective interests may appear and evidence of coverage shall be submitted to the Director of Solid Waste for approval by the County prior to Lessee's use of the premises.

5. If and when Lessee desires to construct any improvements, the Lessee covenants and agrees that the improvements must be constructed and paid for wholly at the expense of the Lessee. All physical improvements will require written approval of the Leon County Director of Solid Waste prior to construction. The Lessee shall provide a Porto-Potty.

6. The parties agree that the following noise levels shall apply to all airplanes which the club allows to be operated at the leased premises:

A. The airplane noise level shall not exceed 70 Decibels measured from the property lines of the Leon County landfill; and

B. The airplane noise level shall not exceed 95 Decibels measured nine (9) feet from the airplane muffler.

7. The Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of the covenants and conditions contained herein and complies with all applicable federal, state and local regulations, the Lessee shall have quiet and undisturbed and continued possession of the premises, free from any claims against the Lessor and all persons claiming under, by or through the Lessor.

8. Indemnification by Lessee. The Lessee covenants and agrees with Lessor that during the entire term of the Lease, the Lessee will indemnify and save harmless the Lessor against any and all claims, debtors, demands, or obligations which may be made against Lessor or against the Lessor's title in the premises, arising by reason of, or in connection with, any alleged act or omission of the Lessee or any person claiming under, by, or through the Lessee; and if it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorney's fees incurred by the Lessor in effecting such defense in addition to any other sums which the Lessor may be called upon to pay by reason of the entry of a judgment against the Lessor in the litigation in which such claim is asserted.

9. The Lessor reserves the right to cancel and terminate this lease provided the continuation of the lease interferes with the Lessor's right to continue the use of the surrounding property as a sanitary landfill. Termination of the Lease shall require a sixty (60) day notice prior to the date of termination.

10. The Lessee agrees that its club members may only operate airplanes from 12:00 Noon until dark seven days a week and that the club members shall be prohibited from operating airplanes behind the designated flight line.


IN WITNESS WHEREOF the said Lessor and Lessee have caused

these presents to be executed in their duly authorized offices or
officials the day and year aforesaid.

ATTACHMENT # 2
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WITNESSES:

ATTEST:


[Signature]
Deputy Clerk of the
Circuit Court Leon County,
Florida

SEAL OF COUNTY COMMISSIONER,
LEON COUNTY, FLORIDA

BY:

[Signature]
Chairman (or Vice Chairman)

WITNESSES:

ATTEST:

[Signature]
As Secretary of the
Seminole Radio Control
Club, Inc.

SEMINOLE RADIO CONTROL CLUB,
INC.

BY:

[Signature]
Its: President

APPROVED AS TO FORM:

[Signature]
Assistant County Attorney